

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 60 of 182



*First American*

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County: Orange  
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Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

SMITH, SILBAQ, PARKER  
& WOFFINDEN  
19100 Von Karman  
IRVINE CA 92612  
Attn: LIGA SILBAQ

Part 2 Page 010182  
Recorded in the County of Orange, California

Gary L. Granville, Clerk/Recorder



21.00

19980644008 4:03pm 09/24/98

005 11009904 11 28

C15 6 6.00 15.00 0.00 0.00 0.00 0.00

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE COMPANY

9820299- AJ

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## State of California

Bill Jones  
Secretary of State  
SACRAMENTO



I, BILL JONES, Secretary of State of California, hereby certify:

That the annexed transcript of 5 page(s) was prepared by  
and in this office from the record on file, of which it purports to be a copy,  
and that it is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California

SEP 02 1998

Secretary of State



Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc

STATE OF CALIFORNIA  
Part of Page 02 of 10

## CERTIFICATE OF LIMITED PARTNERSHIP—FORM LP-1

IMPORTANT—Read instructions on back before completing this form

This Certificate is presented for filing pursuant to Chapter 3, Article 2, Section 15621, California Corporations Code.

## 1. NAME OF LIMITED PARTNERSHIP

G/HR Investors, a California limited partnership

## 2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE

17911 Mitchell Avenue

## 3. CITY AND STATE

Irvine, California

## 4. ZIP CODE

92714

## 5. STREET ADDRESS OF CALIFORNIA OFFICE IF EXECUTIVE OFFICE IN ANOTHER STATE

## 6. CITY

CALIF.

## 7. ZIP CODE

92714

## 8. COMPLETE IF LIMITED PARTNERSHIP WAS FORMED PRIOR TO JULY 1, 1984 AND IS IN EXISTENCE ON DATE THIS CERTIFICATE IS EXECUTED.

THE ORIGINAL LIMITED PARTNERSHIP CERTIFICATE WAS RECORDED ON 19 WITH THE

RECORDED OF COUNTY. FILE OR RECORDATION NUMBER

## 9. NAMES AND ADDRESSES OF ALL GENERAL PARTNERS: (CONTINUE ON SECOND PAGE IF NECESSARY)

NAME: Woodcrest Development, Inc., a California corporation, John E. Werten, Chairman

ADDRESS: 17911 Mitchell Avenue

CITY: Irvine

STATE California

ZIP CODE 92714

## 9A.

NAME:

ADDRESS:

CITY:

STATE

ZIP CODE

## 9B.

NAME:

ADDRESS:

CITY:

STATE

ZIP CODE

## 10. NAME AND ADDRESS OF AGENT FOR SERVICE OF PROCESS

NAME: John E. Werten

ADDRESS: 17911 Mitchell Avenue

CITY: Irvine

STATE California

ZIP CODE 92714

## 11. TERM FOR WHICH THIS PARTNERSHIP IS TO EXIST dissolution upon the first to occur of general partner adjudged a bankrupt, dissolution by law or vote of partners owning 80% or more of partnership assets.

## 12. FOR THE PURPOSE OF FILING AMENDMENTS, DISSOLUTION AND CANCELLATION CERTIFICATES PERTAINING TO THIS CERTIFICATE, THE

ACKNOWLEDGMENT OF  1 GENERAL PARTNERS IS REQUIRED.13. ANY OTHER MATTERS THE GENERAL PARTNERS DESIRE TO INCLUDE IN THIS CERTIFICATE MAY BE NOTED ON SEPARATE PAGES AND BY REFERENCE HEREIN IS A PART OF THIS CERTIFICATE NUMBER OF PAGES ATTACHED  0

## 14. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED (SEE INSTRUCTIONS)

*John E. Werten*  
 SIGNATURE OF GENERAL PARTNER DATE  
 Woodcrest Development, Inc., a California corporation, John E. Werten, Chairman

SIGNATURE OF GENERAL PARTNER DATE

SIGNATURE OF GENERAL PARTNER DATE

## SIGNATURE OF OTHER THAN GENERAL PARTNER

TITLE OR DESIGNATION

DATE

## 16. RETURN ACKNOWLEDGMENT TO:

NAME  Hugh M. Saddington, CPA

ADDRESS 17911 Mitchell Ave.

CITY AND Irvine, CA 92714

STATE

ZIP CODE

15. THIS SPACE FOR FILING OFFICER USE (FILE NUMBER, DATE OF FILING)

*8622400032*

## FILED

In the office of the Secretary of State  
of the State of California

AUG 11 1986

*March Fong Eu*MARCH FONG EU  
SECRETARY OF STATEFORM LP-1—FILING FEE \$70  
Approved by the Secretary of State*AP*

000219

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc Part 2 Page 62 of 182

**STATE OF CALIFORNIA****AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP—FORM LP-2****IMPORTANT—Read instructions on back before completing this form**

This Amendment is presented for filing pursuant to Chapter 3, Article 2, Section 15622, California Corporations Code.

|  |   |         |         |       |
|--|---|---------|---------|-------|
| 1. SECRETARY OF STATE FILE NO. (ORIGINAL CERTIFICATE)<br>8622400032  | 2. SECRETARY OF STATE FILE DATE (ORIGINAL CERTIFICATE)<br>August 11, 1986 |         |         |       |
| 3. NAME OF LIMITED PARTNERSHIP<br>G/HB Investors, a California limited partnership   |   |         |         |       |
| 4. THE CERTIFICATE OF LIMITED PARTNERSHIP IS AMENDED AS FOLLOWS: (COMPLETE APPROPRIATE SUB-SECTION(S))   |   |         |         |       |
| A. THE LIMITED PARTNERSHIP NAME IS CHANGED TO:<br><br>, a California Limited Partnership   |   |         |         |       |
| B. THE PRINCIPAL EXECUTIVE OFFICE ADDRESS <input type="checkbox"/> OR THE OFFICE ADDRESS IN CALIFORNIA, IF THE PRINCIPAL EXECUTIVE OFFICE IS LOCATED OUTSIDE CALIFORNIA <input type="checkbox"/> IS CHANGED TO:  |   |         |         |       |
| (STREET)   | (CITY)  | (STATE) | (ZIP)   |       |
| C. THE ADDRESS OF THE FOLLOWING GENERAL PARTNER(S) IS CHANGED TO: (CONTINUE ON SEPARATE PAGE IF NECESSARY)   |   |         |         |       |
| (NAME)   | (STREET)  | (CITY)  | (STATE) | (ZIP) |
| D. THE FOLLOWING GENERAL PARTNER(S) HAS (HAVE) WITHDRAWN: (CONTINUE ON SEPARATE PAGE IF NECESSARY)<br>Woodcrest Development, Inc., a California corporation<br>John E. Werten, Chairman, 17911 Mitchell Avenue, Irvine, California 92714   |   |         |         |       |
| (NAME)   | (STREET)  | (CITY)  | (STATE) | (ZIP) |
| E. THE FOLLOWING GENERAL PARTNER(S) HAS (HAVE) BEEN ADDED: (CONTINUE ON SEPARATE PAGE IF NECESSARY)<br>AP Development Company, a California corporation<br>John E. Werten, Chairman, 17911 Mitchell Avenue, Irvine, California 92714   |   |         |         |       |
| (NAME)   | (STREET)  | (CITY)  | (STATE) | (ZIP) |
| F. THE ADDRESS OF THE CURRENT AGENT FOR SERVICE OF PROCESS IS CHANGED TO:  |   |         |         |       |
| (STREET)   | (CITY)  | (STATE) | (ZIP)   |       |
| G. THE AGENT FOR SERVICE OF PROCESS HAS BEEN CHANGED TO:   |   |         |         |       |
| (NAME)   | (STREET)  | (CITY)  | (STATE) | (ZIP) |
| H. THE TERM FOR WHICH THE LIMITED PARTNERSHIP IS TO EXIST HAS BEEN CHANGED TO:   |   |         |         |       |
| I. OTHER MATTERS INCLUDED IN THE CERTIFICATE OF LIMITED PARTNERSHIP ARE AMENDED AS INDICATED ON THE ATTACHED PAGE(S).<br>NUMBER OF PAGES ATTACHED: <input type="text" value="0"/>  |   |         |         |       |
| J. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS AMENDMENT TO THE IDENTIFIED CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS)<br>Woodcrest Development, Inc., AP Development Company,<br>a California corporation, a California corporation,<br>John E. Werten, Chairman John E. Werten, Chairman<br><i>[Signature]</i> <i>[Signature]</i> <i>[Signature]</i><br><i>(Withdrawn)</i> <i>(Added)</i> <i>(Added)</i><br>X DATE X DATE X DATE<br>SIGNATURE OF GENERAL PARTNER SIGNATURE OF GENERAL PARTNER SIGNATURE OF GENERAL PARTNER<br>X DATE X DATE X DATE |   |         |         |       |
| K. THIS SPACE FOR FILING OFFICER USE<br>(DATE OF FILING)<br>8622400032   |   |         |         |       |
| L. SIGNATURE OF OTHER THAN GENERAL PARTNER   |   |         |         |       |
| M. TITLE OR DESIGNATION  |   |         |         |       |
| N. RETURN ACKNOWLEDGMENT TO:   |   |         |         |       |
| NAME <input type="checkbox"/>  | Hugh M. Saddington, CPA   |         |         |       |
| ADDRESS <input type="checkbox"/>   | 17911 Mitchell Avenue   |         |         |       |
| CITY <input type="checkbox"/>  | Irvine, California 92714  |         |         |       |
| STATE <input type="checkbox"/>   |   |         |         |       |
| ZIP CODE <input type="checkbox"/>  |   |         |         |       |
| O. FORM LP-2—FILING FEE \$15<br>Approved by the Secretary of State   |   |         |         |       |

**FILED**  
In the office of the Secretary of State  
of the State of California

SEP 24 1986

*March Fong Eu*  
MARCH FONG EU, Secretary of State

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc

Part 2 Page 64 of 182  
State of CaliforniaMarch Fong Eu  
Secretary of State

Form LP-2

## AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP

IMPORTANT—Read instructions on back before completing this form

This Certificate is presented for filing pursuant to Section 15622, California Corporations Code.

|  |   |
|--|---|
| 1. SECRETARY OF STATE FILE NO.<br><small>ORIGINAL CERTIFICATE—FORM LP-1</small>  | 2. NAME OF LIMITED PARTNERSHIP  |
| 8622400032   | G/HB Investors, a California limited partnership  |
| 3. THE CERTIFICATE OF LIMITED PARTNERSHIP IS AMENDED AS FOLLOWS: (COMPLETE APPROPRIATE SUB-SECTION(S) CONTINUE ON SECOND PAGE, IF NECESSARY.)  |   |
| A. THE LIMITED PARTNERSHIP NAME IS CHANGED TO:   |   |
| B. PRINCIPAL EXECUTIVE OFFICE ADDRESS CHANGE:  |   |
| ADDRESS:<br>CITY: STATE: ZIP CODE:   | E. GENERAL PARTNER NAME CHANGE:<br>OLD NAME:<br>NEW NAME:   |
| C. CALIFORNIA OFFICE ADDRESS CHANGE:   |   |
| ADDRESS:<br>CITY: STATE: CA ZIP CODE:  | F. GENERAL PARTNER(S) WITHDRAWN:<br>NAME: AP Development Company, a<br>California corporation<br>NAME:                    |
| D. GENERAL PARTNER ADDRESS CHANGE:   |   |
| NAME:<br>ADDRESS:<br>CITY: STATE: ZIP CODE:  | G. GENERAL PARTNER ADDED:<br>NAME: TNPC, Inc.<br>ADDRESS: 17911 Mitchell Ave<br>CITY: Irvine STATE: CA ZIP CODE: 92714    |
| H. INFORMATION CONCERNING THE AGENT FOR SERVICE OF PROCESS HAS BEEN CHANGED TO:  |   |
| NAME:<br>ADDRESS:  | CITY: STATE: CA ZIP CODE:   |
| I. THE NUMBER OF GENERAL PARTNERS REQUIRED TO ACKNOWLEDGE AND FILE CERTIFICATES OF AMENDMENT, DISSOLUTION, CONTINUATION AND CANCELLATION IS CHANGED TO:  | J. OTHER MATTERS TO BE INCLUDED IN THE CERTIFICATE OF LIMITED PARTNERSHIP ARE AMENDED AS INDICATED ON THE ATTACHED PAGES: |
| (PLEASE INDICATE NUMBER ONLY)  |   |
| NUMBER OF PAGES ATTACHED: <input type="text"/>   |   |
| A. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS AMENDMENT TO THE IDENTIFIED CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS) |   |
| AP DEVELOPMENT COMPANY <input type="text"/> TNPC, Inc. (added)   |   |
| SIGNATURE<br><i>John E. Werten</i>   | SIGNATURE<br><i>John E. Werten</i>  |
| President  | 8/26/89   |
| POSITION OR TITLE<br><i>President</i>  | DATE<br><i>8/26/89</i>  |
| B. SIGNATURE<br><i>John E. Werten</i>  |   |
| POSITION OR TITLE<br><i>President</i>  | DATE<br><i>8/26/89</i>  |
| C. RETURN ACKNOWLEDGEMENT TO:  |   |
| NAME <input checked="" type="checkbox"/> TNPC, Inc.<br>ADDRESS John E. Werten<br>CITY 17911 Mitchell Ave<br>STATE Irvine, CA 92714<br>ZIP CODE <input type="checkbox"/>                                  | DATE <input type="checkbox"/><br><i>9/1</i>   |
| SEC/STATE REV. 1/88 <input type="checkbox"/> FORM LP-2—FILING FEE: \$12<br>Approved by Secretary of State <i>(Signature)</i>   |   |

THIS SPACE FOR FILING OFFICER USE

86 22400032

FILED

In the office of the Secretary of State  
of the State of California

SEP 13 1993

March Fong Eu

MARCH FONG EU  
SECRETARY OF STATE

000221

Case 8:21-bk-11810-SG3 Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc



State of California  
March Fong Eu  
Secretary of State

Form LP-2

## AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP

IMPORTANT—Read instructions on back before completing this form

This Certificate is presented for filing pursuant to Section 15622, California Corporations Code.

|  |  |
|--|--|
| 1. SECRETARY OF STATE FILE NO.<br><small>(ORIGINAL CERTIFICATE—FORM LP-1)</small>  | 2. NAME OF LIMITED PARTNERSHIP   |
| 8622400032   | G/HB Investors, a California limited partnership   |
| 3. THE CERTIFICATE OF LIMITED PARTNERSHIP IS AMENDED AS FOLLOWS: (COMPLETE APPROPRIATE SUB-SECTION(S) CONTINUE ON SECOND PAGE, IF NECESSARY.)  |  |
| A. THE LIMITED PARTNERSHIP NAME IS CHANGED TO:   |  |
| B. PRINCIPAL EXECUTIVE OFFICE ADDRESS CHANGE:  |  |
| ADDRESS:<br>CITY: STATE: ZIP CODE:   | E. GENERAL PARTNER NAME CHANGE:<br><br>OLD NAME: TNPC, Inc. a California corporation<br>NEW NAME: The Pacific Company  |
| C. CALIFORNIA OFFICE ADDRESS CHANGE:   |  |
| ADDRESS:<br>CITY: STATE: CA ZIP CODE:  | F. GENERAL PARTNER(S) WITHDRAWN:<br><br>NAME:<br>NAME:   |
| D. GENERAL PARTNER ADDRESS CHANGE:   |  |
| NAME:<br>ADDRESS:<br>CITY: STATE: ZIP CODE:  | G. GENERAL PARTNER ADDED:<br><br>NAME:<br>ADDRESS:<br>CITY: STATE: ZIP CODE:   |
| H. INFORMATION CONCERNING THE AGENT FOR SERVICE OF PROCESS HAS BEEN CHANGED TO:  |  |
| NAME:<br>ADDRESS:  | CITY: STATE: CA ZIP CODE:  |
| I. THE NUMBER OF GENERAL PARTNERS REQUIRED TO ACKNOWLEDGE AND FILE CERTIFICATES OF AMENDMENT, DISSOLUTION, CONTINUATION AND CANCELLATION IS CHANGED TO:<br><br><input type="text"/> (PLEASE INDICATE NUMBER ONLY.)     | J. OTHER MATTERS TO BE INCLUDED IN THE CERTIFICATE OF LIMITED PARTNERSHIP ARE AMENDED AS INDICATED ON THE ATTACHED PAGES:<br><br><input type="text"/> NUMBER OF PAGES ATTACHED |
| K. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS AMENDMENT TO THE IDENTIFIED CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS)<br>TNPC, Inc. |  |
| SIGNATURE<br>President<br>POSITION OR TITLE<br><i>John E. Werten</i><br>SIGNATURE  | SIGNATURE<br>President<br>POSITION OR TITLE<br><i>John E. Werten</i><br>SIGNATURE<br>DATE  |
| POSITION OR TITLE<br><i>John E. Werten</i>   | POSITION OR TITLE<br><i>John E. Werten</i>   |
| L. RETURN ACKNOWLEDGEMENT TO:  |  |
| NAME<br>ADDRESS<br>CITY<br>STATE<br>ZIP CODE   | The Pacific Company<br>John E. Werten<br>17911 Mitchell Avenue<br>Irvine, CA 92714   |
| SEC/STATE REV. 1/88  | FORM LP-2—FILING FEE: \$15<br>Approved by Secretary of State   |

THIS SPACE FOR FILING OFFICER USE

86 22400032

FILED

In the office of the Secretary of State

of the State of California

OCT 01 1993

March Fong Eu

MARCH FONG EU  
SECRETARY OF STATE

000222



Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 67 of 182

GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION  
OF THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS  
FOLLOWS:

PARTNERSHIP; COMPLETING THIS FORM; CODE.

PLACE OF EXECUTION: SANTA ANA, CA

DATED: September 4, 1998

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: Jeffelarce

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 68 of 182



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County: Orange  
Document Type: Document - Year.DocID  
Year: 1998  
DocID: 0644009

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Part 2 Page 09 of 182

County of Orange, California

Gary L. Granville, Clerk/Recorder

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE COMPANY



30.00

19980644009 4:03pm 09/24/98

RECORDING REQUESTED BY 005 11009904 11 28  
AND WHEN RECORDED RETURN TO: A34 9 6.00 24.00 0.00 0.00 0.00 0.00

BARBARA D. WERTIN, TRUSTEE  
1048 Irvine Avenue  
Suite 485  
Newport Beach, California 92660

9820299-AS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN # \_\_\_\_\_

Documentary Transfer Tax: \$0 NO TRANSFER TAX  
DUE - Term of lease less than  
99 years

**MEMORANDUM OF ASSIGNMENT OF GROUND LEASE AND SUBLICENSES**

1. This Memorandum of Assignment of Ground Lease and Subleases ("Memorandum") is made and entered into by and between G/HB INVESTORS, a California limited partnership ("Assignor"), and BARBARA D. WERTIN SEPARATE PROPERTY TRUST DATED APRIL 21, 1995, a revocable intervivos trust ("Assignee").

2. Assignor has assigned to Assignee an undivided 78.34% interest in a certain ground lease and subleases covering real property located in the City of Huntington Beach, County of Orange, State of California, as more particularly described on attached Exhibit "A", which is incorporated herein by this reference, pursuant to the terms and conditions of that certain unrecorded Second Amendment to Partnership Agreement of G/HB Investors dated as of August 1, 1998, by and between Assignor, Assignee and LPL Asset Management Corporation, a California corporation (the "Amendment"). The terms and conditions of the Amendment are incorporated herein by this reference.

Executed on September 9, 1998 at Irvine,  
California.

**"ASSIGNEE"**

BARBARA D. WERTIN SEPARATE  
PROPERTY TRUST DATED APRIL  
21, 1995

By: Barbara D. Wertin  
Barbara D. Wertin  
Its: Trustee

**"ASSIGNOR"**

G/HB INVESTORS, a California  
limited partnership

By: LPL Asset Management  
Corporation, a  
California corporation  
By: Hugh M. Saddington  
Hugh M. Saddington  
President

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 70 of 182

STATE OF CALIFORNIA )  
                            ) ss.  
COUNTY OF ORANGE     )

On September 9, 1998, before me,  
, Notary Public, personally  
appeared BARBARA D. WERTIN, personally known to me (or proved to  
me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their  
authorized signature(s) on the instrument the person(s), or the  
entity on behalf of which the person(s) acted, executed the  
instrument.

Christine Jameson  
NOTARY PUBLIC

(seal)

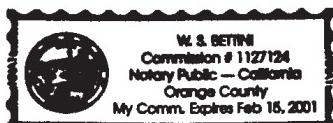


STATE OF CALIFORNIA )  
                            ) ss.  
COUNTY OF ORANGE     )

On 9-10-98, before me,  
W. S. BETTINI, Notary Public, personally  
appeared HUGH M. SADDINGTON, personally known to me (or proved to  
me on the basis of satisfactory evidence) to be the person whose  
name is subscribed to the within instrument and acknowledged to  
me that he executed the same in his authorized capacity, and that  
by his authorized signature on the instrument the person, or the  
entity on behalf of which the person acted, executed the  
instrument.

W. S. Bettini  
NOTARY PUBLIC

(seal)



Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 71 of 182

**GOVERNMENT CODE 27361.7**

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON  
THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS  
AS FOLLOWS:

NAME OF NOTARY: **CHRISTINE JAMESON**  
COUNTY WHERE BOND IS FILED: **ORANGE**  
DATE COMMISSION EXPIRES: **AUG 7, 2002**  
COMMISSION NO.: **1189752**  
MANUFACTURERS/VENDOR NO. **VSI1**

PLACE OF EXECUTION: **SANTA ANA, CALIFORNIA**  
DATE: **September 24, 1998**

BY:   
**FIRST AMERICAN TITLE INSURANCE COMPANY**

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 72 of 182

Alta Plain  
Language Commitment

**OR-9820299**  
TITLE OFFICER - SWIERCZEWSKI

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF HUNTINGTON BEACH, DESCRIBED AS FOLLOWS:

PARCEL 1:

UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON A CONDOMINIUM PLAN (THE "CONDOMINIUM PLAN") RECORDED IN BOOK 13358, PAGES 1193 AND FOLLOWING OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 2:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN THE COMMON AREA OF LOTS 1 AND 2 OF TRACT NO. 10542, AS SHOWN ON A MAP RECORDED IN BOOK 456, PAGES 49 AND 50 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 3:

THOSE PORTIONS OF UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 4:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN AND TO THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 5:

AN EASEMENT FOR THE EXCLUSIVE USE AND OCCUPANCY OF THOSE PORTIONS OF THE RESTRICTED COMMON AREA, AS DEFINED ON SAID CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNITS.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THE COMMON AREA AS DEFINED ON SAID CONDOMINIUM PLAN, EXCEPT THE RESTRICTED COMMON AREA.

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 73 of 182

Alta Plain  
Language Commitment

**OR-9820299**  
TITLE OFFICER - SWIERCZEWSKI

THE ESTATE OR INTEREST IN THE LAND DESCRIBED IN THIS COMMITMENT IS:

GROUND LEASEHOLD AND SUBLEASEHOLD ESTATES AS TO PARCELS 1 AND 2, SAID ESTATES BEING MORE PARTICULARLY DESCRIBED AS THE LESSEES' INTERESTS UNDER THOSE CERTAIN GROUND LEASES SET FORTH IN SUBPARAGRAPH (A) HEREIN BELOW, AND SUBLLESSORS' INTERESTS UNDER THOSE CERTAIN SUBLEASES SET FORTH IN SUBPARAGRAPH (B) BELOW;

A REMAINDER INTEREST IN A DETERMINABLE FEE ESTATE AS TO PARCELS 3 AND 4;

AN EASEMENT AS TO PARCELS 5 AND 6;

- (A) THOSE CERTAIN GROUND LEASES, DATED AUGUST 1, 1980, EXECUTED BY HOUSER BROS. CO., A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, IN WHICH CLIFFORD C. HOUSER AND VERNON F. HOUSER CONSTITUTE THE SOLE GENERAL PARTNERS, AS LANDLORD, AND BY ROBERT P. WARMINGTON, AS TENANT, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

| UNIT | BOOK  | PAGE | INSTRUMENT |
|------|-------|------|------------|
| 1    | 13754 | 263  |            |
| 2    | 14091 | 1031 |            |
| 3    | 14045 | 118  |            |
| 4    | 13733 | 198  |            |
| 5    | 13760 | 942  |            |
| 6    | 13982 | 417  |            |
| 7    | 13754 | 297  |            |
| 8    | 13726 | 1238 |            |
| 9    | 13822 | 1546 |            |
| 10   | 13773 | 10   |            |
| 11   |       |      | 82-128057  |
| 12   | 13807 | 1569 |            |
| 13   | 13780 | 354  |            |
| 14   | 13797 | 1088 |            |
| 15   | 13780 | 462  |            |
| 16   | 13726 | 1310 |            |
| 17   | 13763 | 259  |            |
| 18   | 13915 | 190  |            |
| 19   | 13997 | 346  |            |
| 20   | 13807 | 1669 |            |
| 21   | 13733 | 278  |            |
| 22   | 13775 | 235  |            |
| 23   | 13803 | 587  |            |
| 24   | 14038 | 692  |            |
| 25   | 13793 | 955  |            |
| 26   | 13814 | 607  |            |

PAGE 6

000230

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 74 of 182Alta Plain  
Language Commitment**OR-9820299**  
TITLE OFFICER - SWIERCZEWSKI

|    |       |      |
|----|-------|------|
| 27 | 13789 | 1600 |
| 28 | 13787 | 1834 |
| 29 | 13778 | 173  |
| 30 | 13896 | 1090 |
| 31 | 14091 | 1139 |
| 32 | 13726 | 1346 |
| 33 | 14005 | 1903 |
| 34 | 14048 | 1460 |
| 35 | 13861 | 723  |
| 36 | 13814 | 666  |
| 37 | 13768 | 1032 |
| 38 | 13793 | 1179 |
| 39 | 13818 | 1665 |
| 40 | 13783 | 1875 |
| 41 | 13824 | 1312 |
| 42 | 13867 | 798  |
| 43 | 13726 | 1102 |
| 44 | 14072 | 1910 |
| 45 | 13789 | 1547 |
| 46 | 14066 | 756  |
| 47 | 14038 | 637  |
| 48 | 13933 | 1529 |
| 49 | 13825 | 1973 |
| 50 | 13783 | 1732 |
| 51 | 13916 | 1672 |
| 52 | 14094 | 1929 |
| 53 | 13824 | 1259 |
| 54 | 13780 | 407  |
| 55 | 13780 | 514  |
| 56 | 14094 | 1874 |
| 57 | 13726 | 1208 |
| 58 | 14091 | 1084 |
| 59 | 13787 | 1781 |
| 60 | 13795 | 966  |
| 61 | 13803 | 335  |
| 62 | 13831 | 117  |
| 63 | 14250 | 1197 |
| 64 | 14191 | 1652 |
| 65 | 13726 | 1136 |
| 66 | 13765 | 1665 |
| 67 | 13803 | 640  |
| 68 | 14031 | 1108 |
| 69 | 13797 | 1038 |
| 70 | 14091 | 977  |
| 71 | 14034 | 1806 |
| 72 | 14130 | 1508 |
| 73 | 13785 | 1959 |
| 74 | 13977 | 569  |
| 75 | 14091 | 923  |
| 76 | 14064 | 1068 |
| 77 | 13726 | 1274 |

PAGE 7

000231

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 75 of 182Alta Plain  
Language Commitment**OR-9820299**

TITLE OFFICER - SWIERCZEWSKI

|    |       |      |
|----|-------|------|
| 78 | 13726 | 1172 |
| 79 | 14091 | 869  |
| 80 | 13780 | 599  |

(B) THOSE CERTAIN SUBLLEASES DATED AUGUST 1, 1980, EXECUTED BY ROBERT P. WARMINGTON, AS SUBLLESSOR, AND BY VARIOUS PARTIES, AS SUBLSEES, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

| UNIT      | BOOK  | PAGE | INSTRUMENT ORIGINAL |
|-----------|-------|------|---------------------|
| SUBLESSEE |       |      |                     |
| 1         | 13754 | 243  |                     |
| 2         | 14091 | 1066 |                     |
| 3         | 14045 | 133  |                     |
| 4         | 13733 | 216  | AND                 |
|           | 13754 | 52   |                     |
| 5         | 13760 | 917  |                     |
| 6         | 13982 | 432  |                     |
| 7         | 13754 | 312  |                     |
| 8         | 13726 | 1256 | AND                 |
|           | 13754 | 69   |                     |
| 9         | 13822 | 1561 |                     |
| 10        | 13773 | 25   |                     |
| 11        |       |      | 82-128058           |
| 12        | 13807 | 1584 |                     |
| 13        | 13780 | 369  |                     |
| 14        | 13797 | 1103 |                     |
| 15        | 13780 | 477  |                     |
| 16        | 13726 | 1328 | AND                 |
|           | 13754 | 86   |                     |
| 17        | 13763 | 234  |                     |
| 18        | 13915 | 205  |                     |
| 19        | 13997 | 361  |                     |
| 20        | 13807 | 1684 |                     |
| 21        | 13733 | 296  |                     |
| 22        | 13775 | 250  |                     |
| 23        | 13803 | 602  |                     |
| 24        | 14038 | 707  |                     |
| 25        | 13793 | 970  |                     |
| 26        | 13814 | 622  |                     |
| 27        | 13789 | 1615 |                     |
| 28        | 13787 | 1849 |                     |
| 29        | 13778 | 188  |                     |
| 30        | 13896 | 1125 |                     |
| 31        | 14091 | 1154 |                     |
| 32        | 13726 | 1364 | AND                 |
|           | 13754 | 120  |                     |
| 33        | 14005 | 1919 |                     |

PAGE 8

000232

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 76 of 182Alta Plain  
Language Commitment**OR-9820299**

TITLE OFFICER - SWIERCZEWSKI

|    |       |      |
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| 35 | 13861 | 738  |
| 36 | 13814 | 681  |
| 37 | 13768 | 1047 |
| 38 | 13793 | 1194 |
| 39 | 13818 | 1680 |
| 40 | 13783 | 1800 |
| 41 | 13824 | 1327 |
| 42 | 13867 | 813  |
| 43 | 13726 | 1120 |
| 44 | 14072 | 1925 |
| 45 | 13789 | 1562 |
| 46 | 14066 | 771  |
| 47 | 14038 | 652  |
| 48 | 13933 | 1544 |
| 49 | 13826 | 1    |
| 50 | 13783 | 1747 |
| 51 | 13916 | 1687 |
| 52 | 14094 | 1944 |
| 53 | 13824 | 1274 |
| 54 | 13780 | 422  |
| 55 | 13780 | 529  |
| 56 | 14094 | 1889 |
| 57 | 13726 | 1226 |
| 58 | 14091 | 1099 |
| 59 | 13787 | 1796 |
| 60 | 13795 | 981  |
| 61 | 13803 | 350  |
| 62 | 13831 | 132  |
| 63 | 14250 | 1212 |
| 64 | 14191 | 1667 |
| 65 | 13726 | 1154 |
| 66 | 13765 | 1660 |
| 67 | 13803 | 655  |
| 68 | 14031 | 1123 |
| 69 | 13797 | 1053 |
| 70 | 14091 | 992  |
| 71 | 14034 | 1821 |
| 72 | 14180 | 1523 |
| 73 | 13785 | 1974 |
| 74 | 13977 | 584  |
| 75 | 14091 | 938  |
| 76 | 14064 | 1083 |
| 77 | 13726 | 1292 |
| 78 | 13726 | 1190 |
| 79 | 14091 | 884  |
| 80 | 13780 | 614  |

PAGE 9

000233

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 77 of 182

Alta Plain  
Language Commitment

**OR-9820299**  
TITLE OFFICER - SWIERCZEWSKI

NOTE: THE LESSEE'S INTEREST UNDER SAID LEASES AND THE SUB-LESSOR'S INTEREST  
UNDER SAID SUBLICENSE HAS BEEN ASSIGNED TO G/HB INVESTORS, A CALIFORNIA LIMITED  
PARTNERSHIP BY ASSIGNMENT WHICH RECORDED SEPTEMBER 30, 1986 AS INSTRUMENT  
NO. 86-456266 OF OFFICIAL RECORDS, REFERENCE BEING HEREBY MADE TO THE RECORD  
THEREOF FOR FULL PARTICULARS.

PAGE 10

000234

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc

Part 2 Page 78 of 182  
Recorded in the County of Orange, California

Gary L. Granville, Clerk/Recorder

RECORDING REQUESTED BY  
**FIRST AMERICAN TITLE INSURANCE COMPANY**



30.00

19980644010 4:03pm 09/24/98

RECORDING REQUESTED BY 005 11009904 11 28  
AND WHEN RECORDED RETURN TO: A34 9 6.00 24.00 0.00 0.00 0.00 0.00

BARRY BRIEF, Trustee  
c/o Laguna Monarch Group, Inc.  
10 Monarch Bay Plaza, Suite B  
Monarch Beach, CA 92629

*9820299-AS*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN # \_\_\_\_\_

NO TRANSFER TAX DUE

Documentary Transfer Tax: \$0 Term of Lease less than  
99 years

**MEMORANDUM OF ASSIGNMENT OF GROUND LEASE AND SUBLEASES**

1. This Memorandum of Assignment of Ground Lease ("Memorandum") is made and entered into by and between BARBARA D. WERTIN SEPARATE PROPERTY TRUST DATED APRIL 21, 1995 ("Assignor"), and the BARRY BRIEF FAMILY TRUST DATED MAY 11, 1993 ("Assignee").

2. Assignor has assigned to Assignee all of its right, title and interest in and to an undivided 78.34% interest in a certain ground lease and subleases covering real property located in the City of Huntington Beach, County of Orange, State of California, as more particularly described on attached Exhibit "A", which is incorporated herein by this reference, *unrecorded* pursuant to the terms and conditions of that certain Assignment and Assumption of Interest in Ground Lease and Subleases dated effective September 24, 1998, by and between Assignor and Assignee (the "Assignment"). The terms and conditions of the Assignment are incorporated herein by this reference.

Executed on *September 9*, 1998 at *Irvine*,  
California.

**"ASSIGNOR"**

BARBARA D. WERTIN SEPARATE  
PROPERTY TRUST DATED APRIL  
21, 1995

By: *Barbara D. Wertin*  
Barbara D. Wertin  
Its: Trustee

**"ASSIGNEE"**

BARRY BRIEF FAMILY TRUST  
DATED MAY 11, 1993

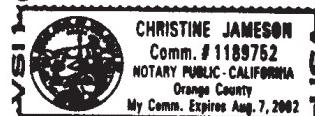
By: *Barry Brief*  
Barry Brief  
Its: Trustee

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 79 of 182

STATE OF CALIFORNIA )  
                         ) ss.  
COUNTY OF ORANGE   )

On September 9, 1998, before me,  
Christine Jameson, Notary Public, personally  
appeared BARBARA D. WERTIN, personally known to me (or proved to  
me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their  
authorized signature(s) on the instrument the person(s), or the  
entity on behalf of which the person(s) acted, executed the  
instrument.

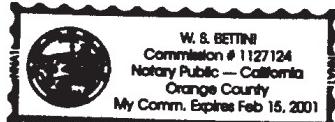
(seal)



STATE OF CALIFORNIA )  
                         ) ss.  
COUNTY OF ORANGE   )

On 9-10-98, before me,  
W. S. BETTINI, Notary Public, personally  
appeared BARRY BRIEF, personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person whose name  
is subscribed to the within instrument and acknowledged to me  
that he executed the same in his authorized capacity, and that by  
his authorized signature on the instrument the person, or the  
entity on behalf of which the person acted, executed the  
instrument.

(seal)



Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 80 of 182

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON  
THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS  
AS FOLLOWS:

NAME OF NOTARY: CHRISTINE JAMESON  
COUNTY WHERE BOND IS FILED: ORANGE  
DATE COMMISSION EXPIRES: AUG 7, 2002  
COMMISSION NO.: 1189752  
MANUFACTURERS/VENDOR NO. VSI1

PLACE OF EXECUTION: SANTA ANA, CALIFORNIA  
DATE: September 24, 1998

BY:   
\_\_\_\_\_  
FIRST AMERICAN TITLE INSURANCE COMPANY

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 81 of 182

Alta Plain  
Language Commitment

**OR-9820299**  
TITLE OFFICER - SWIERCZEWSKI

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF HUNTINGTON BEACH, DESCRIBED AS FOLLOWS:

PARCEL 1:

UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON A CONDOMINIUM PLAN (THE "CONDOMINIUM PLAN") RECORDED IN BOOK 13358, PAGES 1193 AND FOLLOWING OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 2:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN THE COMMON AREA OF LOTS 1 AND 2 OF TRACT NO. 10542, AS SHOWN ON A MAP RECORDED IN BOOK 456, PAGES 49 AND 50 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 3:

THOSE PORTIONS OF UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 4:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN AND TO THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 5:

AN EASEMENT FOR THE EXCLUSIVE USE AND OCCUPANCY OF THOSE PORTIONS OF THE RESTRICTED COMMON AREA, AS DEFINED ON SAID CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNITS.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THE COMMON AREA AS DEFINED ON SAID CONDOMINIUM PLAN, EXCEPT THE RESTRICTED COMMON AREA.

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 82 of 182Alta Plain  
Language Commitment**OR-9820299**  
TITLE OFFICER - SWIERCZEWSKI

## THE ESTATE OR INTEREST IN THE LAND DESCRIBED IN THIS COMMITMENT IS:

GROUND LEASEHOLD AND SUBLEASEHOLD ESTATES AS TO PARCELS 1 AND 2, SAID ESTATES BEING MORE PARTICULARLY DESCRIBED AS THE LESSEES' INTERESTS UNDER THOSE CERTAIN GROUND LEASES SET FORTH IN SUBPARAGRAPH (A) HEREIN BELOW, AND SUBLLESSORS' INTERESTS UNDER THOSE CERTAIN SUBLEASES SET FORTH IN SUBPARAGRAPH (B) BELOW;

A REMAINDER INTEREST IN A DETERMINABLE FEE ESTATE AS TO PARCELS 3 AND 4;

AN EASEMENT AS TO PARCELS 5 AND 6;

- (A) THOSE CERTAIN GROUND LEASES, DATED AUGUST 1, 1980, EXECUTED BY HOUSER BROS. CO., A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, IN WHICH CLIFFORD C. HOUSER AND VERNON F. HOUSER CONSTITUTE THE SOLE GENERAL PARTNERS, AS LANDLORD, AND BY ROBERT P. WARMINGTON, AS TENANT, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

| UNIT | BOOK  | PAGE | INSTRUMENT |
|------|-------|------|------------|
| 1    | 13754 | 263  |            |
| 2    | 14091 | 1031 |            |
| 3    | 14045 | 118  |            |
| 4    | 13733 | 198  |            |
| 5    | 13760 | 942  |            |
| 6    | 13982 | 417  |            |
| 7    | 13754 | 297  |            |
| 8    | 13726 | 1238 |            |
| 9    | 13822 | 1546 |            |
| 10   | 13773 | 10   |            |
| 11   |       |      | 82-128057  |
| 12   | 13807 | 1569 |            |
| 13   | 13780 | 354  |            |
| 14   | 13797 | 1088 |            |
| 15   | 13780 | 462  |            |
| 16   | 13726 | 1310 |            |
| 17   | 13763 | 259  |            |
| 18   | 13915 | 190  |            |
| 19   | 13997 | 346  |            |
| 20   | 13807 | 1669 |            |
| 21   | 13733 | 278  |            |
| 22   | 13775 | 235  |            |
| 23   | 13803 | 587  |            |
| 24   | 14038 | 692  |            |
| 25   | 13793 | 955  |            |
| 26   | 13814 | 607  |            |

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 83 of 182Alta Plain  
Language Commitment**OR-9820299**

TITLE OFFICER - SWIERCZEWSKI

|    |       |      |
|----|-------|------|
| 27 | 13789 | 1600 |
| 28 | 13787 | 1834 |
| 29 | 13778 | 173  |
| 30 | 13896 | 1090 |
| 31 | 14091 | 1139 |
| 32 | 13726 | 1346 |
| 33 | 14005 | 1903 |
| 34 | 14048 | 1460 |
| 35 | 13861 | 723  |
| 36 | 13814 | 666  |
| 37 | 13768 | 1032 |
| 38 | 13793 | 1179 |
| 39 | 13818 | 1665 |
| 40 | 13783 | 1875 |
| 41 | 13824 | 1312 |
| 42 | 13867 | 798  |
| 43 | 13726 | 1102 |
| 44 | 14072 | 1910 |
| 45 | 13789 | 1547 |
| 46 | 14066 | 756  |
| 47 | 14038 | 637  |
| 48 | 13933 | 1529 |
| 49 | 13825 | 1973 |
| 50 | 13783 | 1732 |
| 51 | 13916 | 1672 |
| 52 | 14094 | 1929 |
| 53 | 13824 | 1259 |
| 54 | 13780 | 407  |
| 55 | 13780 | 514  |
| 56 | 14094 | 1874 |
| 57 | 13726 | 1208 |
| 58 | 14091 | 1084 |
| 59 | 13787 | 1781 |
| 60 | 13795 | 966  |
| 61 | 13803 | 335  |
| 62 | 13831 | 117  |
| 63 | 14250 | 1197 |
| 64 | 14191 | 1652 |
| 65 | 13726 | 1136 |
| 66 | 13765 | 1665 |
| 67 | 13803 | 640  |
| 68 | 14031 | 1108 |
| 69 | 13797 | 1038 |
| 70 | 14091 | 977  |
| 71 | 14034 | 1806 |
| 72 | 14130 | 1508 |
| 73 | 13785 | 1959 |
| 74 | 13977 | 569  |
| 75 | 14091 | 923  |
| 76 | 14064 | 1068 |
| 77 | 13726 | 1274 |

PAGE 7

000240

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 84 of 182Alta Plain  
Language Commitment**OR-9820299**

TITLE OFFICER - SWIERCZEWSKI

|    |       |      |
|----|-------|------|
| 78 | 13726 | 1172 |
| 79 | 14091 | 869  |
| 80 | 13780 | 599  |

- (B) THOSE CERTAIN SUBLLEASES DATED AUGUST 1, 1980, EXECUTED BY ROBERT P. WARMINGTON, AS SUBLLESSOR, AND BY VARIOUS PARTIES, AS SUBLESSEES, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

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| SUBLESSEE |       |      |                     |
| 1         | 13754 | 243  |                     |
| 2         | 14091 | 1066 |                     |
| 3         | 14045 | 133  |                     |
| 4         | 13733 | 216  | AND                 |
|           | 13754 | 52   |                     |
| 5         | 13760 | 917  |                     |
| 6         | 13982 | 432  |                     |
| 7         | 13754 | 312  |                     |
| 8         | 13726 | 1256 | AND                 |
|           | 13754 | 69   |                     |
| 9         | 13822 | 1561 |                     |
| 10        | 13773 | 25   |                     |
| 11        |       |      | 82-128058           |
| 12        | 13807 | 1584 |                     |
| 13        | 13780 | 369  |                     |
| 14        | 13797 | 1103 |                     |
| 15        | 13780 | 477  |                     |
| 16        | 13726 | 1328 | AND                 |
|           | 13754 | 86   |                     |
| 17        | 13763 | 234  |                     |
| 18        | 13915 | 205  |                     |
| 19        | 13997 | 361  |                     |
| 20        | 13807 | 1684 |                     |
| 21        | 13733 | 296  |                     |
| 22        | 13775 | 250  |                     |
| 23        | 13803 | 602  |                     |
| 24        | 14038 | 707  |                     |
| 25        | 13793 | 970  |                     |
| 26        | 13814 | 622  |                     |
| 27        | 13789 | 1615 |                     |
| 28        | 13787 | 1849 |                     |
| 29        | 13778 | 188  |                     |
| 30        | 13896 | 1125 |                     |
| 31        | 14091 | 1154 |                     |
| 32        | 13726 | 1364 | AND                 |
|           | 13754 | 120  |                     |
| 33        | 14005 | 1919 |                     |

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 85 of 182Alta Plain  
Language Commitment**OR-9820299**

TITLE OFFICER - SWIERCZEWSKI

|    |       |      |
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| 34 | 14048 | 1475 |
| 35 | 13861 | 738  |
| 36 | 13814 | 681  |
| 37 | 13768 | 1047 |
| 38 | 13793 | 1194 |
| 39 | 13818 | 1680 |
| 40 | 13783 | 1800 |
| 41 | 13824 | 1327 |
| 42 | 13867 | 813  |
| 43 | 13726 | 1120 |
| 44 | 14072 | 1925 |
| 45 | 13789 | 1562 |
| 46 | 14066 | 771  |
| 47 | 14038 | 652  |
| 48 | 13933 | 1544 |
| 49 | 13826 | 1    |
| 50 | 13783 | 1747 |
| 51 | 13916 | 1687 |
| 52 | 14094 | 1944 |
| 53 | 13824 | 1274 |
| 54 | 13780 | 422  |
| 55 | 13780 | 529  |
| 56 | 14094 | 1889 |
| 57 | 13726 | 1226 |
| 58 | 14091 | 1099 |
| 59 | 13787 | 1796 |
| 60 | 13795 | 981  |
| 61 | 13803 | 350  |
| 62 | 13831 | 132  |
| 63 | 14250 | 1212 |
| 64 | 14191 | 1667 |
| 65 | 13726 | 1154 |
| 66 | 13765 | 1660 |
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| 72 | 14180 | 1523 |
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| 77 | 13726 | 1292 |
| 78 | 13726 | 1190 |
| 79 | 14091 | 884  |
| 80 | 13780 | 614  |

PAGE 9

000242

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 86 of 182

**OR-9820299**

TITLE OFFICER - SWIERCZEWSKI

Alta Plain  
Language Commitment

NOTE: THE LESSEE'S INTEREST UNDER SAID LEASES AND THE SUB-LESSOR'S INTEREST  
UNDER SAID SUBLICENSE HAS BEEN ASSIGNED TO G/HB INVESTORS, A CALIFORNIA LIMITED  
PARTNERSHIP BY ASSIGNMENT WHICH RECORDED SEPTEMBER 30, 1986 AS INSTRUMENT  
NO. 86-456266 OF OFFICIAL RECORDS, REFERENCE BEING HEREBY MADE TO THE RECORD  
THEREOF FOR FULL PARTICULARS.

PAGE 10

2025 RELEASE UNDER E.O. 14176

000243

2003

**FIRST AMENDMENT TO  
GROUND LEASE**

2003

**FIRST AMENDMENT TO  
GROUND LEASE**

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Branch CA14, User 2004 Comment M3Y7 Part 2 Page 88 of 182

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Houser Bros., Co.  
17610-17612 Beach Blvd., Suite 32  
Huntington Beach, CA 92647  
Attn: Clifford Houser

Recorded in Official Records, County of Orange  
Tom Daly, Clerk-Recorder

  
2003001013605 11:13am 08/21/03  
214 110 A17 12  
0.00 0.00 0.00 0.00 22.00 0.00 0.00 0.00

(Space Above For Recorder's Use)

### FIRST AMENDMENT TO GROUND LEASE (Unit 53)

THIS FIRST AMENDMENT TO GROUND LEASE ("First Amendment"), effective as of January 1, 2003 (the "Effective Date"), is made and entered into by and between HOUSER BROS., CO., a California limited partnership ("Landlord") and BS INVESTORS, LLC, a California limited liability company ("Tenant").

#### RECITALS

A. Landlord is the fee owner of that certain real property (the "Houser Property") located in the City of Huntington Beach and more particularly described in Exhibit "A" attached hereto.

B. On October 18, 1979, a Condominium Plan was recorded for the Houser Property in Book 13358, Pages 1193, et. seq., in the official records of Orange County, California (the "Condominium Plan"). After the Condominium Plan was recorded, a condominium project consisting of eighty (80) condominium units was constructed on the Houser Property in accordance with the Condominium Plan (the "Condominium Project").

C. By a document entitled "Ground Lease", dated August 1, 1980, entered into by and between Landlord, as landlord, and Robert P. Warmington ("Warmington") as tenant, (the "Ground Lease"), Landlord leased to Warmington that certain real property described in Exhibit "B" attached hereto. The Ground Lease was recorded on November 7, 1980 in the Official Records of Orange County, California in Book 13824 at page 1259, et. seq.

D. The property leased under the Ground Lease, described in Exhibit "B", is referred to in this First Amendment as the "Leased Land". The condominium unit that is identified in the legal description of the Leased Land is one unit in the Condominium Project pursuant to the Condominium Plan. Eighty (80) separate Ground Leases were entered into for the Condominium Project, one for each of the eighty (80) units located on the Houser Property.

E. By a document entitled "Condominium Sublease", dated August 1, 1980, entered into by and between Warmington, as landlord, and John F. Turner and Virginia H. Turner (the

2060/003708-0019  
414778.02 a07/11/03

“Original Subtenant”), as Subtenant, Warmington subleased the Leased Land to the Original Subtenant (the “Condominium Sublease”). The Condominium Sublease was recorded on November 7, 1980 in the Official Records of Orange County, California in Book 13824 at page 1274, et. seq.

F. The term of the Ground Lease and the term of the Condominium Sublease commenced on the date of the recording of the Condominium Sublease. The term ends on December 31, 2059.

G. By a document entitled “Assignment and Assumption of Interest in Ground Lease and Subleases”, Tenant acquired the tenant’s (ground lessee’s) interest in the Ground Lease to the Leased Land and the landlord’s (sublessor’s) interest in the Condominium Sublease. By such assignment document, Tenant also assumed and agreed to be bound by all the terms and conditions of the Ground Lease and the Condominium Sublease. The Assignment and Assumption of Interest in Ground Lease and Subleases was recorded on July 23, 1999 in the official records of Orange County, California as Instrument No. 19990542301.

H. Article 3 of the Ground Lease provides that the tenant agreed to pay as the initial rental for the use and occupancy of the Leased Land during the term of the Ground Lease the sum of \$900 per year. Article 3 of the Ground Lease further provides that the rental for the Leased Land is subject to adjustment at the time and in the manner provided for in Article 21 of the Ground Lease.

I. In or around February 2000, a dispute arose among the parties to the Ground Lease and Condominium Sublease concerning the interpretation, application and enforceability of the provisions in paragraph 21(A) of the Condominium Sublease with respect to scheduled rental adjustments effective January 1, 2000, January 1, 2020 and January 1, 2040. As a result of such dispute, Landlord and Tenant, as co-plaintiffs, filed a Complaint for Declaratory Relief in the Superior Court of the State of California, for the County of Orange, case number 00CC09649 (the “Action”). In the Complaint, Landlord and Tenant requested that the Court determine the rights, duties and obligations of the Landlord, Tenant and Subtenant under the Condominium Sublease with respect to the rental adjustments under Article 21 of the Condominium Sublease. The determination of the Action also affected the rental obligations under the Ground Lease.

J. Landlord, Tenant and Subtenant have settled the Action pursuant to the terms of a written settlement agreement among them. Landlord and Tenant hereby agree to replace Article 21 of the Ground Lease to set forth the agreed amount of rental that shall be paid by Tenant for use and occupancy of the Leased Land from and after January 1, 2000 through the end of the Ground Lease term.

K. Tenant has assigned its interest in the Condominium Sublease and the Leased Land to a trustee under a deed of trust for the benefit of a lender referred to herein as “Tenant’s Mortgagee”. Tenant’s Mortgagee and the deed of trust encumbering Tenant’s interest in the Leased Land are identified on Exhibit “C”, attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the above-referenced Recitals and for other valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

#### **AMENDMENT**

**1. AGREED RENTAL FOR PERIOD FROM JANUARY 1, 2000 TO DECEMBER 31, 2002**

**1.1 Agreed Rental Amount**

The parties hereby agree that Tenant shall pay Landlord, and Landlord shall accept from Tenant, in full satisfaction of Tenant's rental obligation for use and occupancy of the Leased Land for the three-year period from January 1, 2000 through and including December 31, 2002 the aggregate sum of SEVEN THOUSAND NINE HUNDRED SEVENTY DOLLARS AND SIXTY-THREE CENTS (\$7,970.63).

**1.2 Agreed Balance Due**

Landlord hereby acknowledges its receipt from Tenant of rent paid prior to the effective date of this Amendment for the three-year period from January 1, 2000 to December 31, 2002. Landlord and Tenant agree that the remaining rent balance that Tenant shall pay Landlord for the three-year period from January 1, 2000 to December 31, 2002 (as determined pursuant to an unrecorded agreement between the parties) shall be paid by Tenant concurrently with Tenant's execution of this First Amendment.

**2. AGREED RENTAL EFFECTIVE JANUARY 1, 2003**

**2.1 Agreed Rental Amount Effective January 1, 2003**

The parties hereto agree that effective January 1, 2003, Tenant shall pay Landlord as the annual rental for the use and occupancy of the Leased Land for each of calendar year 2003 and calendar year 2004, the sum of THREE THOUSAND SEVEN HUNDRED NINETY-TWO DOLLARS (\$3,792.00). The annual rental shall be subject to adjustment on January 1, 2005 and every other subsequent January 1st of the remaining Ground Lease term as provided in Section 3 of this First Amendment.

**2.2 Payment of Agreed 2003 and 2004 Rental**

The 2003 and 2004 annual rental shall be paid in twelve (12) monthly installments per year of \$316.00 each. If Tenant has paid less than \$316.00 per month for the months in 2003 prior to Tenant's execution of this First Amendment, Tenant shall pay the balance of such 2003 rent remaining due concurrently with Tenant's execution of this First Amendment and thereafter pay to Landlord the monthly rental payments as and when due.

3. ADJUSTMENTS TO ANNUAL RENTAL COMMENCING JANUARY 1, 2005

3.1 Periodic Cost of Living Adjustments

On January 1, 2005, and on every other subsequent January 1<sup>st</sup> (i.e., commencing January 1, 2007) of the remaining Ground Lease term (each, an "Adjustment Date"), the annual rental payable by Tenant to Landlord for use and occupancy of the Leased Land shall be subject to a cost of living adjustment as follows: On each Adjustment Date, the annual rental payable during the calendar year immediately preceding the applicable Adjustment Date shall be increased by an amount equal to Eighty Percent (80%) of the lesser of the following amounts:

(a) An amount equal to seven percent (7%) of the annual rental payable in the calendar year immediately preceding the applicable Adjustment Date; or

(b) An amount equal to that percent of the annual rental payable in the calendar year immediately preceding the applicable Adjustment Date that equals the percent increase, if any, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers -- Los Angeles -- Riverside -- Orange County, All Items (Base Year 1982-1984 = 100) (the "Index") for the twelve-month period between October of the calendar year that is fifteen (15) calendar months before the applicable Adjustment Date and October of the calendar year that is three (3) months before the applicable Adjustment Date. In no event, however, shall the annual rental be less than the annual rental payable in the calendar year immediately preceding the applicable Adjustment Date.

For example, if the applicable Adjustment Date is January 1, 2007, and the Index has increased by five percent (5%) between October 2005 and October 2006, the annual rental for the calendar year 2007 shall be increased effective January 1, 2007 by four percent (4%) (80% of 5%) of the annual rental payable in the year 2006. If the Index has increased by seven percent (7%) or more between October 2005 and October 2006, the annual rental shall be increased effective January 2007 by five and six-tenths percent (5.6%) (80% of 7%) of the annual rental payable in the year 2006, which is the maximum increase on any Adjustment Date. If the Index has declined or not increased between October 2005 and October 2006, there would be no adjustment to the annual rental effective January 1, 2007.

If the Index is changed so that the base year differs from the base years 1982-1984, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Lease Term or if its publication schedule is changed, the government index or computation with which it is replaced shall be used to obtain substantially the same result as if the Index had not been discontinued or revised. If the Index is discontinued and not replaced, the parties shall jointly select a replacement index that will obtain substantially the same result as the discontinued Index would have obtained if it had not been discontinued.

3.2 Additional Agreed Annual Rental Increases

The parties agree that the annual rental payable by Tenant for use and occupancy of the Leased Land shall also be increased by the sum of TWO HUNDRED EIGHTY-EIGHT

DOLLARS (\$288) per year on each of the following Adjustment Dates: January 1, 2005, January 1, 2007, January 1, 2009, January 1, 2011 and January 1, 2013. Such agreed increases shall be in addition to the cost of living increases described in Section 3.1.

### 3.3 Notice of Rental Adjustment

Tenant shall calculate the amount of the new annual rental effective on the Adjustment Date (and provide the CPI Index information for such Adjustment Date) determined in accordance with the provisions of Section 3.1 and Section 3.2 above and shall send such proposed rent invoices to Landlord for Landlord's approval at least twenty (20) days before each applicable Adjustment Date.

### 3.4 Payment of Annual Rental

Tenant shall pay the annual rental for each year of the lease term from January 1, 2004 through the end of the term in twelve (12) equal monthly installments in advance on the first day of the month of each calendar year. The amount of each installment shall be the amount of the annual rental due for the applicable calendar year divided by twelve.

## 4. EFFECT OF AMENDMENT; CONFIRMATION OF GROUND LEASE AS AMENDED

### 4.1 Effect of Amendment

The provisions of this First Amendment shall replace and supersede the provisions of Article 21 of the Ground Lease with respect to all rental adjustments effective on or after January 1, 2000. If there is any inconsistency between any provisions in this First Amendment and in the Ground Lease, or any other agreement or instrument entered into on or before this First Amendment, the provisions of this First Amendment shall prevail.

### 4.2 Confirmation of Consistent Terms of Ground Lease

Except to the extent expressly modified by this First Amendment, the terms of the Ground Lease are hereby confirmed and shall remain in full force and effect. The Ground Lease and this First Amendment contain and set forth all of the terms, covenants and conditions of the Ground Lease between the parties as of the Effective Date.

### 4.3 Entire Agreement

This First Amendment is the complete, final and exclusive statement between the parties with respect to the modifications and amendments to the Ground Lease. This First Amendment supersedes all prior and contemporaneous agreements and understandings among the parties relating to such modifications and amendments. This First Amendment may only be amended or modified by a written instrument signed by the parties hereto (or their respective successors and assigns).

5. FURTHER ASSURANCES

Each party to this First Amendment will at its own cost and expense execute and deliver such further documents or instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this First Amendment.

6. SUCCESSORS AND ASSIGNS

The provisions of this First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators and assigns.

7. NOTICES

Any notice that may or must be given by either party under this First Amendment shall be delivered: (i) personally; (ii) by certified mail, return receipt requested; or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given shall be sent to the respective address of the party set forth on the signature page below, or to such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section 7. A notice sent pursuant to the terms of this Section 7, shall be deemed delivered: (a) when delivery is completed, if delivered personally; (b) two (2) days after deposit into the United States mail; or (c) the business day following deposit with a nationally recognized overnight courier.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date specified below.

“LANDLORD”

Dated:

*Aug 4-2003*

HOUSER BROS., CO.,  
a California limited partnership

By: *Clifford Houser*  
Clifford Houser,  
Its general partner

[Signatures continued on next page.]

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Branch Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Comment by User:2004 Part 2 Page 94 of 182

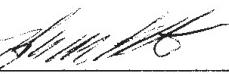
“TENANT”

Dated: \_\_\_\_\_

BS INVESTORS, LLC,  
a California Limited Liability Company

By: G/HB Investors,  
a California Limited Partnership  
Its: Member

By: LPL Asset Management  
Corporation,  
a California corporation  
Its: General Partner

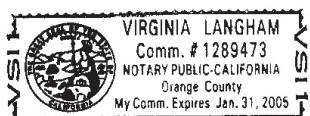
By:   
Hugh M. Saddington,  
Its: President

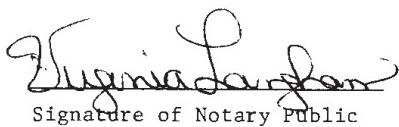
Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Branch:CA14,User:2004 Comment: Part 2 Page 95 of 182 Station ID:M3Y7

STATE OF CALIFORNIA                          )  
  )  
COUNTY OF ORANGE                             ) ss.  
  )

On 8-4-03, before me, Virginia Langham, Notary Public, personally appeared, Clifford Houser, personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal



  
Signature of Notary Public

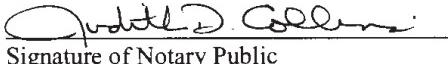
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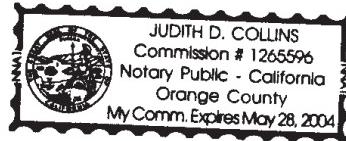
Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Branch CA14, User 2004 Comment M3Y7 Part 2 Page 96 of 182

STATE OF CALIFORNIA )  
                          )  
COUNTY OF ORANGE     )

On August 6, 2003, before me, Judith D. Collins, Notary Public, personally appeared, Hugh M. Saddington, personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Signature of Notary Public



-9-

**EXHIBIT "A"**

**THE HOUSER PROPERTY**

Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 to 50 of Maps, in the office of the County Recorder of said County.

**EXHIBIT "A"**

**TO FIRST AMENDMENT TO GROUND LEASE**

2060/003708-0019  
414778.02 a07/11/03

**EXHIBIT "B"**

**LEASED LAND**

Those portions of Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 to 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described as follows:

**PARCEL 1**

Unit 53, as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et. seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

**PARCEL 2**

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

**PARCEL 3**

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

**PARCEL 4**

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements.

**EXHIBIT "B"**

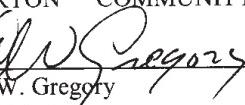
**TO FIRST AMENDMENT TO GROUND LEASE**

2060/003708-0019  
414778.02 a07/11/03

**EXHIBIT "C"**

**CONSENT OF LANDLORD'S MORTGAGEE**

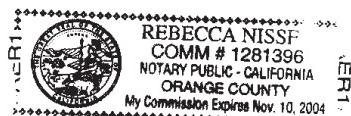
The undersigned, Fullerton Community Bank, F.S.B., with an address of 200 West Commonwealth Avenue, Fullerton, CA 92832, is the beneficiary under that certain Deed of Trust dated July 12, 1999, and recorded on July 23, 1999 in the Official Records of Orange County, California as Instrument No. 19990542302 (the "Deed of Trust"), and hereby consents to Landlord entering into this First Amendment, but such consent shall not be deemed a waiver of the undersigned's right to consent to or approve of any other modification or amendment to the Ground Lease so long as the indebtedness evidenced by the Deed of Trust remains outstanding.

FULLERTON COMMUNITY BANK,  
F.S.B  
By:   
C. W. Gregory  
Its: President

STATE OF CALIFORNIA )  
                          )  
                          ) ss.  
COUNTY OF ORANGE )

On August 7, 2003, before me, Rebecca Nissen, Notary Public, personally appeared, C. W. Gregory, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Signature of Notary Public

[SEAL]

**EXHIBIT "C"**  
**TO FIRST AMENDMENT TO GROUND LEASE**

06/29/2005

INSTRUMENT NO. 2005000504166

CORRECTIVE AMENDMENT TO  
GROUND LEASE  
(UNITS 1-80)

FIRST AMENDMENT TO  
GROUND LEASE

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 101 of 182

C. The Ground Leases were amended pursuant to that certain First Amendment to Ground Lease entered into for each of the eighty (80) Ground Leases which instruments were recorded against the Houser Property in the Official Records of Orange County, California on August 21, 2003 as Instrument Nos. 2003-001013553, 2003-001013554, 2003-001013555, 2003-001013556, 2003-001013557, 2003-001013558, 2003-001013559, 2003-001013560, 2003-001013561, 2003-001013562, 2003-001013563, 2003-001013564, 2003-001013565, 2003-001013566, 2003-001013567, 2003-001013568, 2003-001013569, 2003-001013570, 2003-001013571, 2003-001013572, 2003-001013573, 2003-001013574, 2003-001013575, 2003-001013576, 2003-001013577, 2003-001013578, 2003-001013579, 2003-001013580, 2003-001013581, 2003-001013582, 2003-001013583, 2003-001013584, 2003-001013585, 2003-001013586, 2003-001013587, 2003-001013588, 2003-001013589, 2003-001013590, 2003-001013591, 2003-001013592, 2003-001013593, 2003-001013594, 2003-001013595, 2003-

267/003708-0019  
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Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 102 of 182

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001013626, 2003-001013627, 2003-001013628, 2003-001013629, 2003-001013630, 2003-  
001013631, and 2003-001013632 (collectively, the "First Amendments").

D. The First Amendments incorrectly stated the methodology for adjustments to annual rental commencing January 1, 2005, and the parties desire to enter into this Corrective Amendment to Ground Lease to correctly set forth the agreement of the parties with respect to rental increases under the First Amendments.

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 103 of 182

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Houser Bros., Co.  
17610-17612 Beach Blvd., Suite 32  
Huntington Beach, CA 92647  
Attn: Craig E. Houser

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

 27.00

2005000504166 02:56pm 06/29/05

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**CORRECTIVE AMENDMENT TO GROUND LEASE  
(Units 1 – 80)**

THIS CORRECTIVE AMENDMENT TO GROUND LEASE ("Corrective Amendment"), effective as of January 1, 2003 (the "Effective Date"), is made and entered into by and between HOUSER BROS., CO., a California limited partnership ("Landlord") and BS INVESTORS, LLC, a California limited liability company ("Tenant").

**RECITALS**

A. Landlord is the fee owner of that certain real property (the "Houser Property") located in the City of Huntington Beach and more particularly described in Exhibit "A" attached hereto.

B. On October 18, 1979, a Condominium Plan was recorded for the Houser Property in Book 13358, Pages 1193, et. seq., in the official records of Orange County, California (the "Condominium Plan"). After the Condominium Plan was recorded, a condominium project consisting of eighty (80) condominium units was constructed on the Houser Property in accordance with the Condominium Plan (the "Condominium Project"). Eighty (80) separate ground leases were entered into for the Condominium Project (the "Ground Leases").

C. The Ground Leases were amended pursuant to that certain First Amendment to Ground Lease entered into for each of the eighty (80) Ground Leases which instruments were recorded against the Houser Property in the Official Records of Orange County, California on August 21, 2003 as Instrument Nos. 2003-001013553, 2003-001013554, 2003-001013555, 2003-001013556, 2003-001013557, 2003-001013558, 2003-001013559, 2003-001013560, 2003-001013561, 2003-001013562, 2003-001013563, 2003-001013564, 2003-001013565, 2003-001013566, 2003-001013567, 2003-001013568, 2003-001013569, 2003-001013570, 2003-001013571, 2003-001013572, 2003-001013573, 2003-001013574, 2003-001013575, 2003-001013576, 2003-001013577, 2003-001013578, 2003-001013579, 2003-001013580, 2003-001013581, 2003-001013582, 2003-001013583, 2003-001013584, 2003-001013585, 2003-001013586, 2003-001013587, 2003-001013588, 2003-001013589, 2003-001013590, 2003-001013591, 2003-001013592, 2003-001013593, 2003-001013594, 2003-001013595, 2003-

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 104 of 182

001013596, 2003-001013597, 2003-001013598, 2003-001013599, 2003-001013600, 2003-001013601, 2003-001013602, 2003-001013603, 2003-001013604, 2003-001013605, 2003-001013606, 2003-001013607, 2003-001013608, 2003-001013609, 2003-001013610, 2003-001013611, 2003-001013612, 2003-001013613, 2003-001013614, 2003-001013615, 2003-001013616, 2003-001013617, 2003-001013618, 2003-001013619, 2003-001013620, 2003-001013621, 2003-001013622, 2003-001013623, 2003-001013624, 2003-001013625, 2003-001013626, 2003-001013627, 2003-001013628, 2003-001013629, 2003-001013630, 2003-001013631, and 2003-001013632 (collectively, the "First Amendments").

D. The First Amendments incorrectly stated the methodology for adjustments to annual rental commencing January 1, 2005, and the parties desire to enter into this Corrective Amendment to Ground Lease to correctly set forth the agreement of the parties with respect to rental increases under the First Amendments.

NOW, THEREFORE, in consideration of the above-referenced Recitals and for other valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

#### **AMENDMENT**

1. Ground Lease Rental. Section 3 of each of the First Amendments is hereby deleted in its entirety and replaced with the following:

**"3. ADJUSTMENTS TO ANNUAL RENTAL COMMENCING JANUARY 1, 2005**

**3.1 Periodic Cost of Living Adjustments**

On January 1, 2005, and on every other subsequent January 1<sup>st</sup> (i.e., January 1, 2007, January 1, 2009, etc.) of the remaining Ground Lease term (each, an "Adjustment Date"), the annual rental payable by Tenant to Landlord for use and occupancy of the Leased Land shall be subject to a cost of living adjustment determined on the basis of the "CPI Index" increases for the prior two "Comparison Periods." The annual rental for each subsequent even-numbered calendar year (i.e. 2006, 2008, etc.) of the remaining Ground Lease Term shall be the annual rental payable for the prior calendar year. The cost of living adjustment on each Adjustment Date shall be calculated as follows:

A sum equal to the annual rental payable during the calendar year immediately preceding the applicable Adjustment Date multiplied by the product of (a) the percentage increase of the CPI index for the "Current Comparison Period"; and (b) the percentage increase of the CPI Index for the "Prior Comparison Period"; provided, however, that during each Comparison Period, the percentage increase shall never be greater than seven percent (7%) nor less than zero notwithstanding the actual increase or decrease in the CPI Index.

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 105 of 182

The term "CPI Index" shall mean and refer to the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers -- Los Angeles -- Riverside -- Orange County, All Items (Base Year 1982-1984 = 100).

The term "Comparison Period" shall mean and refer to the twelve-month period between October and the prior October.

The term "Current Comparison Period" shall mean and refer to the Comparison Period between October of the calendar year that is fifteen (15) calendar months before the applicable Adjustment Date and October of the calendar year that is three (3) months before the applicable Adjustment Date.

The term "Prior Comparison Period" shall mean and refer to the Comparison Period immediately prior to the Current Comparison Period.

The parties acknowledge that the percentage change in the CPI Index was 2.2319% for the October, 2002 through October, 2003 Comparison Period and 4.5261% for the October, 2003 through October, 2004 Comparison Period. Accordingly, the annual rental payable in calendar years 2005 and 2006 is Four Thousand Three Hundred Forty and 10/100 Dollars (\$4,340.10), calculated as follows:

$$((\$3,792 \times 102.2319\%) \times 104.5261\%) + \$288$$

where \$3,792 is the annual rental for calendar years 2003 and calendar year 2004 multiplied by the CPI Index increases for the Current Comparison Period and the Prior Comparison Period preceding the Adjustment Date of January 1, 2005, plus \$288.00 as the additional rental increase payable pursuant to Section 3.2 below.

To further illustrate the rental increase calculation (inclusive of the additional rent increase pursuant to Section 3.2 below), if the CPI Index were to adjust for the next four (4) Comparison Periods (starting with the October, 2004 through October, 2005 Comparison Period) by 6%, 8%, 3%, and -1%, respectively, the annual rental payable by Tenant hereunder would be as follows:

|                    |            |
|--------------------|------------|
| Calendar Year 2007 | \$5,210.55 |
| Calendar Year 2008 | \$5,210.55 |
| Calendar Year 2009 | \$5,654.87 |
| Calendar Year 2010 | \$5,654.87 |

In the above example, in the Comparison Period where the CPI Index increased by 8%, the adjustment for such year would be limited to 7%, and in the

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 106 of 182

Comparison Period where the CPI Index decreased by 1%, there would be no adjustment, in accordance with the proscribed limitations on CPI Index adjustments.

If the CPI Index is changed so that the base year differs from the base years 1982-1984, the CPI Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI Index is discontinued or revised during the Lease Term or if its publication schedule is changed, the government index or computation with which it is replaced shall be used to obtain substantially the same result as if the CPI Index had not been discontinued or revised. If the CPI Index is discontinued and not replaced, the parties shall jointly select a replacement index that will obtain substantially the same result as the discontinued Index would have obtained if it had not been discontinued.

### 3.2 Additional Agreed Annual Rental Increases

The parties agree that the annual rental payable by Tenant for use and occupancy of the Leased Land shall also be increased by the sum of Two Hundred Eighty-Eight Dollars (\$288) per year on each of the following Adjustment Dates: January 1, 2005, January 1, 2007, January 1, 2009, January 1, 2011 and January 1, 2013. Such agreed increases shall be in addition to the cost of living increases described in Section 3.1.

### 3.3 Notice of Rental Adjustment

Tenant shall calculate the amount of the new annual rental effective on the Adjustment Date (and provide the CPI Index information for the Current Comparison Period and the Prior Comparison Period) determined in accordance with the provisions of Section 3.1 and Section 3.2 above and shall send such proposed rent invoices to Landlord for Landlord's approval at least twenty (20) days before each applicable Adjustment Date.

### 3.4 Payment of Annual Rental

Tenant shall pay the annual rental for each year of the lease term from January 1, 2004 through the end of the term in twelve (12) equal monthly installments in advance on the first day of the month of each calendar year. The amount of each installment shall be the amount of the annual rental due for the applicable calendar year divided by twelve."

Accordingly, the rental to be paid to Landlord by Tenant for calendar years 2005 and 2006 under the eighty (80) Ground Leases totals Three Hundred Forty-Seven Thousand Two Hundred Eight Dollars (\$347,208) per annum payable in equal monthly installments of Twenty-Eight Thousand Nine Hundred Thirty-Four Dollars (\$28,934).

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 107 of 182

2. Lender Consent. Tenant's mortgagee hereby consents to Tenant entering into this Corrective Amendment as provided in Exhibit "B", attached hereto and made a part hereof.

3. Full Force and Effect. Except as otherwise set forth in this Corrective Amendment to Ground Lease, the Ground Leases, as modified by the First Amendments, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Corrective Amendment to Ground Lease on the date specified below.

"LANDLORD"

Dated: 6/27/05

HOUSER BROS., CO.,  
a California limited partnership

By:   
Craig E. Houser,

Its general partner

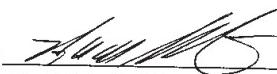
"TENANT"

Dated: 6-8-05

BS INVESTORS, LLC,  
a California Limited Liability Company

By: G/HB Investors,  
a California Limited Partnership  
Its: Member

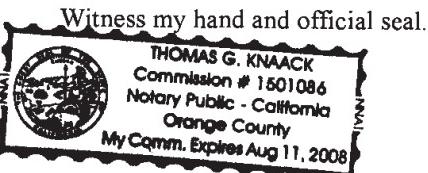
By: LPL Asset Management  
Corporation,  
a California corporation  
Its: General Partner

By:   
Hugh M. Saddington,  
Its: President

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 108 of 182

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On JUN 27 2005, before me, THOMAS G. KNAACK, Notary Public,  
personally appeared Craig E. Houser  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)  
acted, executed the instrument.



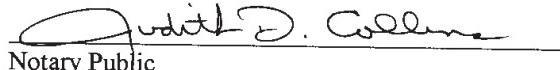
Notary Public

[SEAL]

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Orange )

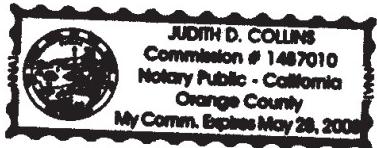
On June 8, 2005, before me, Judith D. Collins, Notary Public,  
personally appeared TJush m. Saddington  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)  
acted, executed the instrument.

Witness my hand and official seal.



Notary Public

[SEAL]



Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 109 of 182

**EXHIBIT "A"**

**THE Houser PROPERTY**

Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange,  
State of California, as shown on a map recorded in Book 456, Pages 49 to 50 of  
Maps, in the office of the County Recorder of said County.

**EXHIBIT "A"**

267/003708-0019  
584537.03 a06/08/05

**TO CORRECTIVE AMENDMENT TO GROUND LEASE**

Document Number: 2005000504166 Page: 7 of 8

000266

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 110 of 182

**EXHIBIT "B"**

**CONSENT OF TENANT'S MORTGAGEE**

The undersigned, Fullerton Community Bank, F.S.B., with an address of 200 West Commonwealth Avenue, Fullerton, CA 92832, is the beneficiary under that certain Deed of Trust dated July 12, 1999, and recorded on July 23, 1999 in the Official Records of Orange County, California as Instrument No. 19990542302 (the "Deed of Trust"), and hereby consents to Tenant entering into this Corrective Amendment, but such consent shall not be deemed a waiver of the undersigned's right to consent to or approve of any other modification or amendment to the Ground Lease so long as the indebtedness evidenced by the Deed of Trust remains outstanding.

FULLERTON COMMUNITY BANK, F.S.B

By: CARL GREGORY  
Its Chairman

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On JUNE 21, 2005, before me, MARIA FRANCO, Notary Public, personally appeared CARL GREGORY\*\*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ they executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

M. Franco  
Notary Public

[SEAL]



267/003708-0019  
584537.03 a06/08/05

**EXHIBIT "B"**  
TO CORRECTIVE AMENDMENT TO GROUND LEASE

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 111 of 182

**RECORDING REQUESTED BY:**

**Mr. Randy Nickel  
4476 Alderport Drive  
Huntington Beach, CA 92649**

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



96.00

\* \$ R 0 0 1 0 4 4 6 0 2 6 \$ \*  
2018000395579 2:35 pm 10/31/18

227 415 A34 5  
0.00 0.00 0.00 0.00 12.00 0.00 0.000.0075.00 3.00

**MAIL TAX STATEMENTS TO:**

**Mr. Randy Nickel  
4476 Alderport Drive.  
Huntington Beach, CA 92649**

Lease from Present to 2059

**TITLE OF DOCUMENT: ASSIGNMENT OF CONDOMINIUM SUBLEASE**

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 112 of 182

**WHEN RECORDED MAIL TO:**  
(Assignee's Name & Address)  
**MR. RANDALL L. NICKEL**  
**4476 ALDERPORT DRIVE**  
**HUNTINGTON BEACH, CA 92649**

**Mail tax statements to:**  
**MR. RANDALL L NICKEL**  
**4476 ALDERPORT DRIVE**  
**HUNTINGTON BEACH, CA 92649**

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(Space Above this Line for Recorder's Use)

**ASSIGNMENT OF GROUND LEASE & CONDOMINIUM SUBLEASE**

No Consideration. Term of Lease Less Than 99 years.

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant,** entered into that certain **GROUND LEASE** also known as the **MASTER LEASE dated October 19, 1979**, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 499 inclusive.

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant,** entered into a **PARTIAL CANCELLATION OF MASTER LEASE dated November 7, 1980** for that certain **MASTER LEASE dated October 19, 1979**; recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Pg(s) 1253-1255, **\*\*Instrument No. 8691**.

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant,** entered into that certain **SUBLEASE dated October 19, 1979**, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 504, inclusive, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California as shown on Miscellaneous Map(s) recorded in Book 456, Page(s) 49 and 50, in the Office of the Orange County, California Clerk Recorder.

**WHEREAS**

**HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant,** entered into a **PARTIAL CANCELLATION OF SUBLEASE dated October 19, 1979**; for that certain SUBLEASE dated November 7, 1980, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1256-1258, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, in the Office of the Orange County, California Clerk Recorder, **\*\*Instrument No. 8692**;

**WHEREAS**

For valuable consideration, receipt of which is hereby acknowledged, the undersigned **JAMIEL GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property** all right, title and interest of the undersigned, as Tenant, in and under that certain **MASTER LEASE/ Ground Lease, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1259-1273, **\*\*Instrument No. 8693**;

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 113 of 182

**JAMIE L GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property**, all right, title and interest of the undersigned, as Tenant, in and under that certain **CONDOMINIUM SUBLEASE, dated August 1, 1980**, by and between ROBERT P. WARMINGTON, as Landlord, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANT, recorded on November 7, 1980, Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1274-1290, \*\*Instrument No. 8694;

As amended by the **FIRST AMENDMENT TO CONDOMINIUM SUBLEASE** effective January 1, 2003, recorded in the Office of the Orange County, California Clerk Recorder as Document No. 2003-001044770 on August 28, 2003.

**JAMIE L GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property** all right, title and interest of the undersigned, as Tenant, in and under that certain **CONVEYANCE OF REMAINDER INTEREST, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1291-1293, \*\*Instrument No. 8695;

**JAMIE L GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property**, all right, title and interest of the undersigned, as Tenant, in and under that certain **CONDOMINIUM SUBLEASE (SHORT FORM – MEMORANDUM AND GRANT DEED, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1294-1298, \*\*Instrument No. 8696.

DATED: 10/31/18

  
ASSIGNOR JAMIE L GALLIAN

STATE OF CALIFORNIA )  
) ss.

COUNTY OF ORANGE

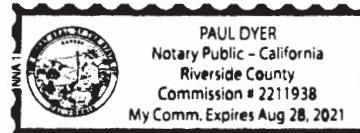
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018, before me, Paul Dyer, Notary Public,  
Personally appeared Jamie L Gallian,

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(This space for Notary Seal)

  
Signature of Notary Public

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc  
Part 2 Page 114 of 182

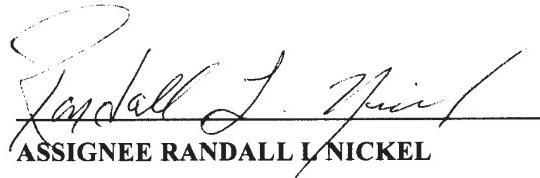
**ASSIGNMENT OF CONDOMINIUM SUBLICENSE**

**ACCEPTANCE AND AGREEMENT**

The undersigned Assignee named in the foregoing Assignment hereby Accepts said Assignment and hereby agrees with for the benefit of the Master Lessor, Sublessor/Landlord, Tenant and under the Original Condominium Sublease commonly referred to throughout this document as "Condominium Sublease", described in said Assignment, to keep, perform and be bound by all the terms, covenants and conditions contained in said Condominium Sublease and as amended by the First Amendment to Condominium Sublease on the part of the Master Lessor, Sublessor/Landlord and Condominium Sublease Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the Original Condominium Sublease Tenant there under.

Assignee agrees to pay Sublessor/Landlord a late fee equal to 6% of any rent or other payment due under the Condominium Sublease, which is not received by Sublessor/Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and costs incurred by Landlord to collect rent or other payment under the Condominium Sublease or to otherwise enforce Sublessor/Landlord rights under the Condominium Sublease.

DATED: 10/31/18

  
ASSIGNEE RANDALL J. NICKEL

STATE OF CALIFORNIA )  
) ss.

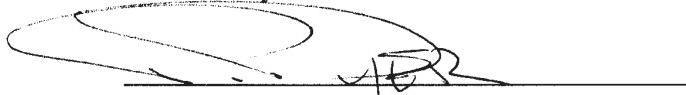
COUNTY OF ORANGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018 before me, Paul Dyer, Notary Public,  
Personally appeared Randall J. Nickel,  
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

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